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**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF NEW MEXICO**

DREAMSTYLE REMODELING, INC.
a New Mexico Corporation,
DREAMSTYLE REMODELING LLC
a Delaware Limited Liability Company
DREAMSTYLE REMODELING OF SAN
DIEGO, INC., a California corporation;
DREAMSTYLE REMODELING OF
CALIFORNIA LLC a Delaware Limited
Liability Company, and
DREAMSTYLE REMODELING OF
IDAHO, LLC, an Idaho Limited Liability
Company

Plaintiffs

v.

RENEWAL BY ANDERSEN, LLC, a
Minnesota limited liability company;
ANDERSEN CORPORATION, a
Minnesota corporation.

Defendants.

Case No. 1:22-cv-00127

**VERIFIED COMPLAINT TO
CONFIRM ARBITRATION
AWARD**

Plaintiffs Dreamstyle Remodeling, Inc., Dreamstyle Remodeling LLC, Dreamstyle Remodeling of San Diego, Inc. (now known as Dreamstyle Remodeling of California, Inc.), Dreamstyle Remodeling of California LLC, a Delaware Limited Liability Company, and Dreamstyle Remodeling of Idaho, LLC (collectively “Dreamstyle” or “Plaintiffs”) for their complaint against Defendants Renewal by Andersen LLC, and Andersen Corporation

(“Defendants”), states and alleges as follows:

NATURE OF THE ACTION

1] Plaintiff brings this action pursuant to 9 U.S.C. §9 to confirm a final arbitration award in favor of Plaintiffs and against Defendant, issued on February 21, 2022.

2] Plaintiffs seek an order from this Court under the Federal Arbitration Act, confirming the arbitration award dated February 21, 2022, rendered in an arbitration before the American Arbitration Association, and entry of judgment thereon pursuant to 9 U.S.C. § 13.

THE PARTIES

3] Plaintiff Dreamstyle Remodeling, Inc. is a New Mexico Corporation which merged with, and subsequently completed a formal conversion into, Dreamstyle Remodeling LLC, a Delaware Limited Liability Company, in November 2021.

4] Plaintiff Dreamstyle Remodeling of San Diego, Inc. is a California Corporation which performed a name change with the California Secretary of State to Dreamstyle Remodeling of California, Inc. in December 2018. Dreamstyle Remodeling of California, Inc. merged with, and subsequently completed a formal conversion into, Dreamstyle Remodeling of California LLC, a Delaware Limited Liability Company, in November 2021.

5] Plaintiff Dreamstyle Remodeling of Idaho, LLC is an Idaho Limited Liability Company.

6] Defendant Renewal by Andersen LLC (“Renewal LLC”) is a Minnesota limited liability company formed and organized on or about December 17, 2014 and having its principal place of business at 9900 Jamaica Avenue South, Cottage Grove, Minnesota 55016.

7] Defendant Andersen Corporation (“Andersen”) is a Minnesota corporation founded in 1903. Andersen maintains its manufacturing facility and principal place of business at 100 Fourth Avenue North, Bayport, Minnesota 55003.

JURISDICTION AND VENUE

8] This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1331, in that this is a civil action arising under the Federal Arbitration Act, 9 U.S.C. §9.

9] For purposes of 28 U.S.C. §1332(c) Plaintiff Dreamstyle Remodeling of San Diego, Inc. is a citizen of California. Plaintiff Dreamstyle Remodeling of California LLC is a citizen of California and Delaware. Plaintiff Dreamstyle Remodeling Inc. is a citizen of New Mexico. Plaintiff Dreamstyle Remodeling LLC is a citizen of New Mexico and Delaware. Plaintiff Dreamstyle Remodeling of Idaho, LLC is a citizen of Idaho.

10] For purposes of 28 U.S.C. §1332(c) Defendants are citizens of Minnesota. Defendants are each incorporated in Minnesota and maintain their principal places of business in Minnesota.

11] Venue is proper in this judicial district pursuant to 9 U.S.C. § 9 because the parties' arbitration agreement specifically provides that confirmation of the final arbitration award may be made in any court of competent jurisdiction. [see, Exhibit 1, page 3 attached].

12] Attached hereto as Exhibit 1 is a true and correct copy of the Agreement to Arbitrate dated October 14, 2020 and executed by all of the parties' authorized representatives.

13] Attached hereto as Exhibit 2 is a true and correct copy of the Final Award of the Arbitrators issued on February 21, 2022.

14] The Award has not been vacated under 9 U.S.C. §10 or modified or corrected under 9 U.S.C. § 11.

15] Pursuant to 9 U.S.C. § 9, Plaintiffs have brought this action within one year after the Award was made on February 21, 2022.

COUNT ONE

(Confirm Arbitration Award under the Federal Arbitration Act)

16] Plaintiffs repeat and reallege paragraphs 1 through 15 hereof as if fully set forth

within.

17] This confirmation proceeding relates to an arbitration proceeding which was initiated by Plaintiffs Dreamstyle Remodeling, Inc., Dreamstyle Remodeling of California, Inc., and Dreamstyle Remodeling of Idaho, LLC on November 11, 2020.¹ A true and correct copy of the Dreamstyle's Demand for Arbitration is attached hereto as Exhibit 3 (exhibits thereto have been omitted).

18] In accordance with the parties Agreement to Arbitrate, the Arbitration was filed with and conducted by the American Arbitration Association and assigned AAA Case # 01-20-0015-6663. As provided by the Agreement to Arbitrate, ¶10, the arbitration process was to be covered by the AAA Commercial Arbitration Rules and the Federal Arbitration Act.

19] On December 7, 2020, Defendants filed their answering statement and Counterclaim. A true and correct copy of the Answer and Counterclaim is attached hereto as Exhibit 4 (exhibits thereto have been omitted).

20] Thereafter, and in accordance with the Agreement to Arbitrate, the parties, through the AAA selection process, each selected a party appointed arbitrator and then the two party-appointed arbitrators selected the third arbitrator for what was to become the final three-member arbitration panel.

21] The dispute related to the termination of five separate Retailer Agreements involving five distinct market areas or territories between Plaintiffs and Defendant Renewal by Anderson LLC (or its predecessor entity Renewal by Andersen, Inc.). Pursuant to those Retailer Agreements, Plaintiffs had been granted, among other things, the rights to market and sell certain window and door products manufactured by Renewal by Andersen and

¹ By agreement of the parties, Plaintiffs' Demand for Arbitration incorporated its prior federal court complaints, Dreamstyle Remodeling of California, Inc. v. Renewal by Andersen, LLC et al, US District Court for the Southern District of California 3:19-cv-01324-BEN-BLM (filed July 16, 2019), and Dreamstyle Remodeling, Inc., Dreamstyle Remodeling of Idaho, LLC v. Renewal by Andersen et al, US District Court for the District of New Mexico, 1:19-cv-01086-GBW-JFR (filed November 20, 2019).

Anderson Corp. As part of its claims, Plaintiffs sought damages for, among other things, the wrongful termination of the five agreements.

22] For its Counterclaims, Defendant Renewal also sought damages for various alleged breaches of various provisions of the retailer agreements, and for hundreds of thousands of dollars for alleged service and repair work performed by Dreamstyle.

23] The arbitration hearing was conducted via Zoom conference beginning November 8, 2021 and continuing through November 19, 2021. Twenty-two (22) percipient fact and expert witnesses testified. Five-hundred and eighty-seven (587) Exhibits were admitted into evidence during the hearing.² More than 1,750 pages of transcripts from the ten days of hearing were also provided to the arbitration panel for their consideration.

24] On January 3, 2022, the panel issued its Interim Award of the Arbitrators³ which found in favor of Dreamstyle on its breach of contract and wrongful termination claims. Dreamstyle was awarded \$6,942,226 in damages⁴. As part of the Interim Award, the panel also awarded RbA \$587,662 in damages relating to its service reimbursement claim.⁵

25] In the Interim Award, the panel specifically reserved the issues of entitlement to and amount of pre- and post-judgment interest, and the parties' respective claims for attorneys fees, costs, expenses, and fees paid to the AAA or the arbitration panel. Further briefing on these reserved claims was submitted by the parties at the end of January 2022.⁶

26] In accordance with AAA Commercial Rule R-39, the hearing was declared

² Prior to and during the hearing, the parties identified and marked 115 Joint Exhibits, 620 marked exhibits from Plaintiffs, and 560 exhibits by Defendants. 1,295 in total.

³ The January 3, 2022 Interim Award is attached as part of the February 22, 2022 Final Award, Exhibit 2.

⁴ See Exhibit 2, Interim Award at page 20, ¶2.

⁵ See Exhibit 2, Interim Award at page 20, ¶2.

⁶ Renewal also submitted supplemental briefing on February 4, 2022 – Respondents' Submission in Response to Dreamstyle's Submissions on Fees, Expenses, and Interest.

closed by the panel on February 8, 2022.

27] On February 21, 2022, the Panel issued its Final Award of the Arbitrators which addressed the remaining issues of prevailing party, attorney's fees, costs and expenses, and the computation of pre- and post-award interest. (see, Exhibit 2).

28] In the Final Award, the panel made the following findings and awards.

1. With respect to Renewal's dispositive motions, Dreamstyle's following claims are dismissed with prejudice: (a) violations of any franchise statute; (b) fraud; (c) interference with contract or economic advantage; and (d) rescission damages.

2. Renewal's counterclaim for damages associated with claims that Dreamstyle breached certain intellectual property provisions of the Retailer Agreements is dismissed with prejudice.

3. Dreamstyle Remodeling Inc., a New Mexico corporation and Dreamstyle Remodeling LLC, a Delaware LLC, are jointly awarded [\$2,917,512]⁷ against Renewal by Andersen, LLC, with added interest at \$799.32 per day from and including January 29, 2022, until paid:

4. Dreamstyle Remodeling of San Diego, Inc., a California Corporation and Dreamstyle Remodeling of California LLC, a Delaware LLC, are jointly awarded [\$205,914] against Renewal by Andersen, LLC, with added interest at \$56.41 per day from and including January 29, 2022, until paid:

5. Dreamstyle Remodeling Inc., a New Mexico corporation and Dreamstyle Remodeling LLC, a Delaware LLC, are jointly awarded [\$44,841] against Renewal by Andersen, LLC, as costs associated with

⁷ The Final Award amounts in favor of Plaintiffs took into consideration a \$4,000,000 partial payment made by Renewal by Andersen on January 28, 2022, all as more fully detailed in the Final Award at pages 2 and 6-7.

expert Wesley Nutton:

6. The Interim Award and its Reasoning, including findings and conclusions contained therein, are incorporated by reference and made a part of this Final Award.

7. The following Reasoning, including findings and conclusions contained therein, are a part of this Final Award.

8. The administrative fees and expenses of the American Arbitration Association, totaling \$49,925, and the compensation and expenses of the Arbitrators, totaling \$353,268.34, shall be borne as incurred, and except as provided in paragraph 5 above, each party shall bear its own costs and attorney fees.

9. Except as provided in the Interim Award or this Final Award, all claims or counterclaims made in this arbitration are denied and dismissed with prejudice.

10. Unless otherwise directed by the parties, the Arbitrators will retain all documents submitted until 90 days hereafter, at which time they shall be destroyed.

29] By reason of the foregoing, the court should issue an order confirming the Final Award of the Arbitrators annexed hereto as Exhibit 2 issued by the three-member arbitration panel and by the American Arbitration Association dated February 21, 2022, and direct that judgment be entered thereon.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully requests that this Court:

A] Issue an order pursuant to 9 U.S.C. § 9 confirming the arbitration award annexed hereto as Exhibit 2 issued by the three-member arbitration panel and by the American Arbitration Association dated February 21, 2022.

B] Enter judgment thereon pursuant to 9 U.S.C. § 13.

C] Enter judgment in the principal sum of \$3,168,267 together with interest in the amount of \$855.73 per day from and including January 29, 2022, until paid.

D] Declare all five of the Retailer Agreements to have been terminated by Renewal effective no later than May 8, 2018, as provided on page 9 of the Interim Award.

E] Declare that all future obligations of the parties, if any, to have been terminated in all respects effective February 21, 2022 – the date of the Final Award.

F] Award the Petitioner such other and further relief as this Court deems just and proper.

DATED this 21st day of February 2022.

BLUFF & ASSOCIATES

/s/ Guy W. Bluff

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EXHIBITS

1. Oct/14/2020 Agreement to Arbitrate
2. Feb/21/2022 Final Award of the Arbitrators
3. Nov/11/2020 Dreamstyle's Demand for Arbitration (w/o Exhibits)
4. Dec/07/2020 Renewal Answering Statement and Counterclaim (w/o Exhibits)